

OMB No. 1124-0006; Expires April 30, 2017

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Podesta Group, Inc.		2. Registration No. 5926						
3. Name of Foreign Principal Republic of Korea Embassy (through Porter Gordon Silver Communications, LLC)	4. Principal Address of Foreign Principal 2450 Massachusetts Avenue, NW Washington, DC 20008							
5. Indicate whether your foreign principal is one of the following:								
<input checked="" type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table border="0"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (specify) _____</td> </tr> </table> <input type="checkbox"/> Individual-State nationality _____			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____							
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant Republic of Korea Embassy								
b) Name and title of official with whom registrant deals Gheewhan Kim, Minister for Economic Affairs, Embassy of Korea								
7. If the foreign principal is a foreign political party, state:								
a) Principal address (not applicable)								
b) Name and title of official with whom registrant deals								
c) Principal aim								

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.
(not applicable)

b) Is this foreign principal:


Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)
(not applicable)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.
(not applicable)

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
10-6-14	Monterey Fritts, CEO	

U.S. Department of Justice
Washington, DC 20530

OMB NO. 1124-0004; Expires February 28, 2014

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Podesta Group, Inc.

2. Registration No.

5926

3. Name of Foreign Principal

Republic of Korea Embassy (through Porter Gordon Silver Communications, LLC)

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Research and analyze issues of concern to the principal; counsel the principal on U.S. policies of concern, activities in Congress and developments on the U.S. political scene generally; and maintain contact, as necessary, with members of Congress and their staff.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide strategic counsel to the principal on strengthening the principal's ties to the United States government and institutions. Registrant will also assist in communicating priority issues in the United States-Korea bilateral relationship to the U.S. Congress.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The activities listed in Item 8 will be undertaken in order to communicate information to the principal, as well as to communicate information about the principal to interested persons in the public sector. At the request of the principal, meetings with members of Congress and their staff may be arranged.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
10-6-14	Kimberley Fritts CEO	Kimberley Fritts

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



September 11, 2014

Bob Cochran
Chief Operating Officer
Porter Gordon Silver
11 D Street, SE
Washington, DC 20003

Dear Bob,

I am writing to confirm the arrangements regarding the work the Podesta Group will perform for Porter Gordon Silver ("PGS") on behalf of the Republic of Korea ("Korea"). The Podesta Group shall collaborate with PGS on providing government relations and consulting services to develop, coordinate and implement legislative outreach strategies with respect to promoting a professional visa initiative.

Summary and Terms of Representation

1. The term and effective dates of this agreement are September 12, 2014 through December 31, 2014. This Agreement may be terminated with or without cause, in whole or in part at any time during the Term by either party after ten (10) days written notice to the other party, only in the event that Korea terminates the PGS agreement entered into between those two parties which forms the basis for this sub-agreement. The Podesta Group shall be paid all fees and expenses otherwise owed it under the terms of this Agreement through the effective date of such termination.
2. Payment for the services shall be made by PGS to the Podesta Group in a prorated payment of nine thousand, two hundred dollars (\$9,200) for the month of September and monthly payments of twelve thousand dollars (\$12,000) for the remainder of the term, subject to termination as outlined in Paragraph 1. Should an invoice be outstanding more than thirty (30) days past its due date, all services will cease until payment resumes. All invoices outstanding more than sixty (60) days will incur a 1 ½ percent interest charge per month.
3. If disputes related to payment of fees or expenses occur and result in legal fees or costs to either party, the prevailing party shall be entitled to reasonable legal fees and costs incurred in connection with such dispute from the other party.
4. The Podesta Group will use all permissible efforts to protect privileged communications or other confidential information developed by the Podesta Group or provided to the Podesta Group during the course of the Podesta Group's provision of services described above.
5. The Podesta Group shall not be liable to PGS for any special, incidental, indirect, punitive, or consequential loss or damage of any nature, arising at any time or from any cause.
6. In the event that litigation or other proceedings arise regarding services performed by the Podesta Group for PGS pursuant to this engagement, and the Podesta Group is subpoenaed or otherwise requested to testify, disclose documents and materials or otherwise contribute to such proceeding, PGS agrees to pay for the Podesta Group's reasonable legal fees and costs. This obligation is limited to litigation or other proceedings where PGS is a named party to the



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litigation or other proceedings, and the Podesta Group is not a named party. This paragraph shall survive the termination of this Agreement.

7. PGS recognizes that Podesta Group brings to this agreement pre-existing know-how, skill, techniques, trade secrets, knowledge, methods, forms, designs, and other intellectual property and materials (the "Pre-Existing Materials") to assist the Podesta Group in the performance of the services under this agreement. PGS agrees and acknowledges that these Pre-Existing Materials are and shall remain the sole and exclusive property of the Podesta Group.
8. During the life of this agreement and for six (6) months after termination of this agreement, PGS agrees not to hire or solicit for hire as an employee or independent contractor, any person currently employed or engaged by the Podesta Group who provides any services to PGS during the life of this agreement, without the prior written consent of the Podesta Group.
9. If any provision of this agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect.
10. This agreement shall be governed by the laws of the District of Columbia without regard to principles of law that would require the application of the laws of another jurisdiction.

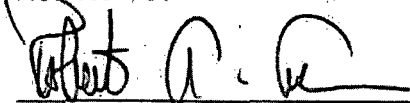
We look forward to working with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,



Kimberley Fritts
CEO

AGREED TO:



On behalf of Porter Gordon Silver

10/3/2014
Date